

**UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF MICHIGAN**

UNITED STATES OF AMERICA

vs.

Dawanda N. Wiley

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§

Claim No: 1999A20333

COMPLAINT

TO THE HONORABLE UNITED STATES DISTRICT COURT JUDGE:

The United States of America, plaintiff, alleges that:

Jurisdiction

1. This Court has jurisdiction over the subject matter of this action pursuant to Article III, Section 2, U.S. Constitution and 28 U.S.C. § 1345.

Venue

2. The defendant is a resident of Wayne County, Michigan within the jurisdiction of this Court and may be served with service of process at 13639 Castleton Street, Detroit, Michigan 48227.

The Debt

3. The debt owed the USA is as follows:

A. Current Principal (<i>after application of all prior payments, credits, and offsets</i>)	\$772.89
B. Current Capitalized Interest Balance and Accrued Interest	\$799.51
C. Administrative Fee, Costs, Penalties	\$0.00
D. Credits previously applied (<i>Debtor payments,</i>	\$3,802.00

credits, and offsets)

E. Attorneys fees \$0.00

Total Owed \$1,572.40

The Certificate of Indebtedness, attached as Exhibit A", shows the total owed excluding attorney's fees and CIF charges. The principal balance and the interest balance shown on the Certificate of Indebtedness is correct as of the date of the Certificate of Indebtedness after application of all prior payments, credits, and offsets. Prejudgment interest accrues at the rate of 8.000% per annum.

Failure to Pay

4. Demand has been made upon the defendant for payment of the indebtedness, and the defendant has neglected and refused to pay the same.

WHEREFORE, USA prays for judgment:

A. For the sums set forth in paragraph 3 above, plus prejudgment interest through the date of judgment, all administrative costs allowed by law, and post-judgment interest pursuant to 28 U.S.C. § 1961 that interest on the judgment be at the legal rate until paid in full;

B. For attorneys' fees to the extent allowed by law; and,

C. For such other relief which the Court deems proper.

Respectfully submitted,

By: s/Charles J. Holzman (P35625)
Holzman Corkery, PLLC
Attorneys for Plaintiff
Tamara Pearson (P56265)
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Southfield, Michigan 48034
(248) 352-4340
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U. S. DEPARTMENT OF EDUCATION
SAN FRANCISCO, CALIFORNIA

CERTIFICATE OF INDEBTEDNESS

Dawanda N. Wiley
9986 Manor St
Detroit, MI 48204

I certify that Department of Education records show that the borrower named above is indebted to the United States in the amount stated below plus additional interest from 01/08/99.

On or about 05/09/89, the borrower executed promissory note(s) to secure loan(s) of \$2,625.00 from Boatmen's 1st National Bank of K. C. at 8 percent interest per annum. This loan obligation was guaranteed by Higher Education Assistance Foundation and then reinsured by the Department of Education under loan guaranty programs authorized under Title IV-B of the Higher Education Act of 1965, as amended, 20 U.S.C. 1071 et seq. (34 CFR. Part 682). The holder demanded payment according to the terms of the note(s), and credited \$0.00 to the outstanding principal owed on the loan(s). The borrower defaulted on the obligation on 12/08/90, and the holder filed a claim on the guarantee.

Due to this default, the guaranty agency paid a claim in the amount of \$2,836.26 to the holder. The guarantor was then reimbursed for that claim payment by the Department under its reinsurance agreement. The guarantor attempted to collect the debt from the borrower. The guarantor was unable to collect the full amount due, and on 08/22/93, assigned its right and title to the loan(s) to the Department.

Since assignment of the loan, the Department has received a total of \$0.00 in payments from all sources, including Treasury Department offsets, if any. After application of these payments, the borrower now owes the United States the following:

Principal:	\$ 2,836.26
Interest:	\$ 1,669.11
Administrative/Collection Costs:	\$ 0.00
Late fees:	\$0.00

Total debt as of 01/08/99:	\$ 4,505.37
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Interest accrues on the principal shown here at the rate of .62 per day.

Pursuant to 28 U.S.C. § 1746(2), I certify under penalty of perjury that the foregoing is true and correct.

Executed on: 11/15/99

Name: Sheryl Davis

Title: Loan Analyst

Branch: Litigation Branch

GUARANT
STUDENT L
(GSL) APPLICAT
PROMISSORY N

SECTION A - TO BE COMPLETED BY BORROWER (PRINT IN INK-PRESS FIRMLY-OR TYPE)

1. NAME (NO NICKNAMES) LAST <u>Wiley</u> FIRST <u>Dawanda</u> M.I. <u>N</u>		2. SOCIAL SECURITY NUMBER		3. WHEN WERE YOU BORN?	
4. PERMANENT ADDRESS <u>15131 West Chicago</u> CITY <u>Det.</u> STATE <u>Mich</u> ZIP <u>48204</u>				5. PERMANENT HOME PHONE	
6. U.S. CITIZENSHIP STATUS (CHECK 1 OR 2) 1 <input checked="" type="checkbox"/> U.S. CITIZEN OR NATIONAL 2 <input type="checkbox"/> PERMANENT RESIDENT OR OTHER ELIGIBLE ALIEN		7. PERMANENT RESIDENT OF WHICH STATE <u>Mich</u>		8a. DRIVER LICENSE NUMBER (IF YOU DO NOT HAVE A LICENSE PRINT "NONE" AND GO TO 13) <u>None</u>	
9. ADDRESS OF BORROWER WHILE IN SCHOOL (STREET, CITY, STATE, ZIP) <u>11831 Grandriver Det. MI. 48204</u>					
10. PHONE AT SCHOOL ADDRESS <u>(313) 491-4472</u>		11. MAJOR COURSE OF STUDY, SEE CODES IN INSTRUCTIONS IN APP. BOOKLET <u>SO</u>		12. LOAN AMOUNT REQUESTED <u>\$2625</u> .00	
13. LOAN PERIOD FROM <u>5</u> <u>89</u> TO <u>11</u> <u>89</u>					
PRIOR LOAN INFORMATION: READ INSTRUCTIONS IN THE APPLICATION BOOKLET					
14. HAVE YOU EVER DEFAULTED ON A GSL, SLS (ALAS), PLUS, PERKINS, CONSOLIDATED, OR INCOME CONTINGENT LOAN? <input type="checkbox"/> YES (GIVE DETAILS ON SEPARATE SHEET) <input checked="" type="checkbox"/> NO		15a. DO YOU HAVE ANY PRIOR UNPAID GSL LOANS? <input type="checkbox"/> YES (GO TO 15b) <input checked="" type="checkbox"/> NO (GO TO 20a)		15b. IF YES, TOTAL UNPAID BALANCE OF GSL LOANS \$	
16. UNPAID PRINCIPAL BALANCE OF MOST RECENT PRIOR GSL \$		17. GRADE LEVEL OF MOST RECENT PRIOR GSL: SEE INSTRUCTIONS IN APP. BOOKLET		18. LOAN PERIOD START DATE OF MOST RECENT PRIOR GSL MO DAY YR	
19. INTEREST RATE OF MOST RECENT PRIOR GSL <input type="checkbox"/> 7% <input type="checkbox"/> 8% <input type="checkbox"/> 9%					

REFERENCES (YOU MUST PROVIDE THREE DIFFERENT NAMES, WITH DIFFERENT U.S. ADDRESSES AND PHONE NUMBERS)

20a. NAME <u>Lovie Wiley</u> STREET <u>13139 Thompson</u> CITY, STATE, ZIP <u>Highland PK MI 48204</u> PHONE <u>---</u>	20b. NAME <u>Betty Thomas</u> STREET <u>9786 Manor</u> CITY, STATE, ZIP <u>Det. MI 48204</u> PHONE <u>---</u>	20c. NAME <u>Michael Boyd</u> STREET <u>157200 Southfield</u> CITY, STATE, ZIP <u>Det. MI 48228</u> PHONE <u>---</u>
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NOTICE TO BORROWER: You agree that the lender identified in Section C is the lender you have chosen. You must read the additional Promissory Note terms and the borrower's Certification on the reverse side before signing this Promissory Note. PROMISE TO PAY: I promise to pay to the order of my lender the entire Loan Amount Requested shown above, to the extent that it is advanced to me, including the Guarantee Fee and the Origination Fee and Interest of the unpaid principal balance, subject to the terms and conditions described on the reverse side of this Promissory Note and to the terms and conditions contained in the Disclosure Statement that will be provided to me no later than the time of the first disbursement of this loan. I have read, I understand, and I agree to the Borrower's Certification on the reverse side of this Promissory Note. I understand that this is a Promissory Note. I will not sign it before reading all of its provisions, even if otherwise advised. I am entitled to a copy of this Promissory Note. By signing this Promissory Note I acknowledge that I have received an exact copy of it.

21a. SIGNATURE OF BORROWER (APPLICATION CANNOT BE PROCESSED WITHOUT SIGNATURE) <u>x Dawanda Wiley</u>	21b. DATE BORROWER SIGNED <u>5</u> <u>9</u> <u>89</u>
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SECTION B - TO BE COMPLETED BY SCHOOL (BORROWER: DO NOT WRITE IN SECTIONS BELOW)

22. NAME OF SCHOOL <u>Preston + Anna's Bty School</u>		24. PHONE <u>(313) 491-4472</u>		25. SCHOOL CODE <u>GSL#-025631</u>	
23. ADDRESS (STREET, CITY, STATE, ZIP) <u>11831 Grand River Mich</u>					
27. 28. PERIOD LOAN WILL COVER FROM MO DAY YR TO MO DAY YR <u>5</u> <u>9</u> <u>89</u> <u>11</u> <u>9</u> <u>89</u>		29. STUDENT'S GRADE LEVEL (CHECK ONE) CORRESP. UNDERGRAD. <input checked="" type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5 <input type="checkbox"/> 6 <input type="checkbox"/> 7 <input type="checkbox"/> 8 <input type="checkbox"/> 9 <input type="checkbox"/> 10		30. ANTICIPATED GRADUATION DATE MO DAY YR <u>5</u> <u>9</u> <u>90</u>	
32. ADJUSTED GROSS INCOME (AGI) \$ <u>3379</u>		33. COST OF ATTENDANCE FOR LOAN PERIOD \$ <u>6818</u>		34. ESTIMATED FINANCIAL AID FOR LOAN PERIOD \$ <u>2300</u>	
35. EXPECTED FAMILY CONTRIBUTION (EFC) \$ <u>103</u>		36. DIFFERENCE (ITEM 33 LESS ITEMS 34 AND 35) OR LEGAL MAXIMUM \$ <u>4415</u>			
37. SUGGESTED DISBURSEMENT DATES 1ST DISB. <u>9</u> <u>15</u> <u>89</u> 2ND DISB. <u>12</u> <u>15</u> <u>89</u> 3RD DISB. MO DAY YR					
38. DO SUGGESTED DISBURSEMENT DATES CORRESPOND TO SCHOOL TERMS? YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>		39. WILL THE STUDENT ATTEND A FOREIGN SCHOOL? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>		40. SCHOOL USE ONLY	

I HAVE READ, I UNDERSTAND, AND I AGREE TO THE TERMS OF THE SCHOOL CERTIFICATION PRINTED ON THE REVERSE SIDE OF THIS APPLICATION.		41a. SIGNATURE OF SCHOOL OFFICIAL <u>Delphine Jackson</u>		41b. DATE MO DAY YR <u>7</u> <u>25</u> <u>89</u>	
				41c. PRINT NAME AND TITLE <u>Delphine JACKSON OFFICE</u>	

SECTION C - TO BE COMPLETED BY LENDER

42. NAME C <u>Boatmen's 1st Natl Bank of K.C.</u>		44. LENDER CODE <u>806746</u>		48. LOAN DISBURSEMENTS MO DAY YR \$ AMOUNT <u>9</u> <u>27</u> <u>89</u> <u>2625</u>	
43. ADDRESS <u>P.O. Box 1858</u> <u>Lawrence, KS 66044</u> CITY: <u>Lender Code: 806746</u>		45. BRANCH CODE		49. TOTAL LOAN AMOUNT APPROVED \$ <u>2625</u> .00	
50. IS THIS AN UNSUBSIDIZED LOAN? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>		51. LENDER ACCOUNT NUMBER		53b. DATE SIGNED MO DAY YR <u>9</u> <u>25</u> <u>89</u>	

SECTION D - TO BE COMPLETED BY LENDER

53a. SIGNATURE OF LENDING OFFICIAL <u>x YH Hu</u>		53c. PRINT NAME AND TITLE <u>YH Hu Loan Analyst</u>	
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LENDER COPY,

